

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-268-T
CERTIFICATE OF SERVICE

I, Carl E. Bell, hereby certify that I have, on this **12th day of November 2018**, served the **AMENDED PREFILED DIRECT TESTIMONY OF LEWIS NOLES** for Midland Movers, LLC, upon the parties listed below by electronic mail:

C. Lessie Hammonds
lhammon@regstaff.sc.gov
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201

Mr. Lewis Noles
lwn1971@yahoo.com
550 Rose Sharon Drive
Lexington, South Carolina 29072



Carl E. Bell, Paralegal
Terreni Law Firm, LLC
1508 Lady Street
Columbia, South Carolina 29201
Telephone (803) 771-7228
Fax (803) 771-8778
charles.terreni@terrenilaw.com

Columbia, South Carolina
November 12, 2018

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-268-T

Application of Midlands Movers, LLC for a
 Class E (Household Goods) Certificate of
 Public Convenience and Necessity for
 Operation of Motor Vehicle Carrier

AMENDED
PREFILED DIRECT
TESTIMONY
OF LEWIS NOLES

Q. Please state your name, employer, and business address.

A. My name is Lewis Noles. I am the President of Midlands Movers, LLC ("Midlands Movers") which is located at 550 Rose Sharon Drive, Columbia, South Carolina (29072).

Q. What is the purpose of your testimony?

A. I am testifying in support of Midlands Movers' Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.

Q. Is Midlands Movers organized to transact business in the State of South Carolina?

A. Yes, Midlands Movers is a South Carolina Limited Liability Company established on January 26, 2018. A copy of a certificate of good standing was filed Midlands Movers' application, and the company remains in good standing.

Q. How did you become associated with Midlands Movers?

A. I am the organizer and sole member of Midlands Movers.

Q. Please tell the Commission about your education and work history?

A. I am a high school graduate. I attended Midlands Technical College. I have worked as a steel detailer since 1993. I have been employed at Nucor Building Systems since May of 2003.

Q. Please describe the services Midlands Movers would like to provide.

1 A. Midlands Movers will provide all services associated with moving such as packing,
2 unpacking, and physical labor.

3 **Q. Do you have any experience providing moving services?**

4 A. Not on a professional level, but I have helped a lot of family and friends move during my
5 adult life.

6 **Q. How employees will Midlands Movers have?**

7 A. Midlands Movers will have 2 employees to start with, not including myself.

8 **Q. How do you train your employees?**

9 A. All employees undergo an orientation process before they work their first shift. I will
10 have all employees watch training videos on safe moving practices. I will have all driving
11 employees watch videos on safe driving of box trucks. There will be annual follow-up training.

12 **Q. Does Midlands Movers own or lease any vehicles?**

13 A. Midlands Movers owns a 2002 Chevrolet Express 3500 box truck.

14 **Q. Will Midlands Movers be insured?**

15 A. Yes, I've attached an updated insurance quote to my Amended Application.

16 **Q. Has Midlands Movers submitted a tariff?**

17 A. Yes. A proposed tariff accompanies Midlands Movers' application.

18 **Q. How will you quote the cost of a move to a customer?**

19 A. Midlands Movers will only provide an estimated cost of a move; not a fixed price. Our
20 quotes are based upon square footage, moving experience and what clients convey they need
21 moved. On-site estimates will be performed if deemed necessary.

22 **Q. Does Midlands Movers have a bill of lading?**

23 A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit A.

1 **Q. Will Movers provide a bill of lading for each move it conducts?**

2 A. Yes.

3 **Q. Why do you believe there is a need for Midlands Movers' services in South**
4 **Carolina?**

5 A. As the housing market rebounds from the recession, more people need to the services of
6 good moving companies. According to the Federal Reserve, the state's unemployment rate is
7 down to around 3.6 % and median family incomes have risen across the state: +8.28 % in the
8 Charleston MSA, +4.33% in the Columbia MSA, and +7.09 % in the Greenville MSA. See
9 South Carolina Snapshot, September 2018, Federal Reserve Bank of Richmond.¹ The United
10 States Census Bureau estimates South Carolina grew by 8.6% to over 5 million people between
11 April 1, 2010 and July 1, 2017. These numbers suggest that demand for qualified movers will be
12 strong. See U.S. Census Bureau Quick Facts, South Carolina, www.census.gov/quickfacts/sc.

13 **Q. How will Midlands Movers reach its customers?**

14 A. We plan to market Midlands Movers with The State newspaper, with social media such
15 as Facebook, Twitter, and Instagram, word of mouth, flyers at colleges, and radio ads.

16 **Q. Is Midlands Movers financially able to provide service to the public?**

17 A. Yes. As shown on our application, Midlands Movers will start small, but we are
18 financially viable.

19 **Q. Are there any outstanding court orders or judgments against Midlands Movers you,**
20 **personally?**

21 A. No.

1

https://www.richmondfed.org/~media/richmondfedorg/research/regional_economy/reports/snapshot/pdf/snapshot_sc.pdf

1 **Q. Are you aware of any complaints filed against Midlands Movers or you with the**
2 **Better Business Bureau, the Chamber of Commerce, or any state or municipal court or**
3 **agency?**

4 A. No.

5 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations**
6 **that govern the operation of intrastate household goods movers in South Carolina?**

7 A. Yes, and I will comply with them.

8 **Q. Have you published a notice of Midlands Movers application?**

9 A. Yes. A notice of Midlands Movers' application was published in the *The State* newspaper
10 on August 24, 2018 and an affidavit of publication has been filed with the Commission.

11 **Q. What is Midlands Movers' plan for the next five years?**

12 A. Midlands Movers will use revenue generated to purchase additional trucks and expand.
13 The business will grow by providing excellent service to customers and will help employ local
14 residents.

15 **Q. Does this conclude your testimony?**

16 A. Yes.

EXHBIT A

PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Midlands Movers, LLC
550 Rose Sharon Drive
Lexington, S.C. 29072
(803) 917-1651

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO

ROUTING

GENERAL
CONDITIONS:

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) _____ <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES

____ VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____ QUANTITY _____

BARRELS _____ 5 _____

CARTONS _____ LESS THAN 1 1/2 _____

CARTONS _____ 1 1/2 _____

CARTONS _____ 3 _____

CARTONS _____ 4 1/2 _____

CARTONS _____ 6 _____

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ CONSIGNEE _____

WAREHOUSE

BY _____ PER _____
(WAREHOUSEMAN'S SIGNATURE) DATE

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reassignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.